

Southern Pacific Transportation Company

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JUN 13 1984 - 2 15 PM
June 12, 1984

INTERSTATE COMMERCE COMMISSION

4-165A121

Mr. James H. Bayne
Secretary
Interstate Commerce Commission
Twelfth Street & Constitution Avenue, N.W.
Washington, D.C. 20423

RE: Agreement of Conditional Sale dated as of
January 1, 1969, among Southern Pacific
Company, First Pennsylvania Bank, N.A.,
and General Motors Corporation (Electro-
Motive Division) -- Declaration of Full
Payment

Dear Mr. Bayne:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, the original and three (3) fully executed counterparts of Declaration of Full Payment dated as of May 15, 1984, between Southern Pacific Transportation Company, as successor by merger to former Southern Pacific Company, and First Pennsylvania Bank, N.A., for the above-entitled Agreement of Conditional Sale and Agreement and Assignment dated as of January 1, 1969, together with voucher in payment of the recording fee.

The following documents have been recorded with the Commission under Section 11303 (former Section 20c) in this matter:

Temporary Agreement of Conditional Sale dated as of January 1, 1969, among Southern Pacific Company, First Pennsylvania Bank, N.A., and General Motors Corporation (Electro-Motive Division), recorded on January 30, 1969, at 11:00 AM, assigned Recordation No. 6050;

Agreement of Conditional Sale dated as of January 1, 1969, recorded on February 5, 1969, at 1:45 PM, assigned Recordation No. 6050-A;

Mr. James H. Bayne
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Agreement and Assignment dated as of November 26, 1969, recorded on December 22, 1969, at 11:05 AM, assigned Recordation No. 6050-B;

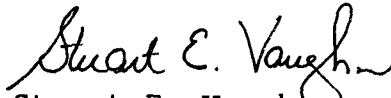
First Supplemental Agreement dated as of February 12, 1982, recorded on March 3, 1982, at 1:25 PM, assigned Recordation No. 6050-C;

Second Supplemental Agreement dated as of November 15, 1983, recorded on December 6, 1983, at 2:40 PM, assigned Recordation No. 6050-D; and

Assignment and Transfer of Certain Road Equipment dated as of November 15, 1983, recorded on January 9, 1984, at 3:00 PM, assigned Recordation No. 6050-E.

When the recording of the Declaration of Full Payment has been completed, will you kindly endorse, with the pertinent recording information, all executed counterparts thereof which are presented to you by our representative herewith, and return three (3) counterparts to her.

Very truly yours,


Stuart E. Vaughn

Enclosures

cc: Mr. D. A. Smith
(Attn: Mr. L. S. Vollmer)
Mr. E. L. Johnson
(Attn: Mr. G. J. Reilly
Mr. S. Jackovich)

COUNTERPART

JAN 3, 1969 - 10 22 AM

No. 4 of 8CHATTEL MORTGAGE

INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS, that NORTH WESTERN LEASING COMPANY, a Delaware corporation, with its principal office in Chicago, Illinois (hereinafter called "Owner"), who shall borrow from and be justly indebted to AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, a banking corporation organized under the laws of the United States (hereinafter called "Bank"), in the principal sum of Two Hundred Forty-Four Thousand Dollars (\$244,000) or so much thereof as shall be advanced by the Bank to the Owner for money loaned to the Owner for the building of certain railway equipment hereinafter described, HEREBY COVENANTS AND AGREES to repay said principal sum borrowed to Bank, its successors and assigns, with interest thereon at the rate of Six and Three-Quarter percent (6-3/4%) per annum, as follows:

- (a) Interest at the rate of Six and Three-Quarter percent (6-3/4%) per annum on the sum of each advance shall be paid
- (i) on January 15, 1969 for the period extending between the date of advance and January 15, 1969.
- (b) The entire amount of said principal sum, together with interest thereon at the rate of Six and Three-Quarter percent (6-3/4%) per annum, shall be paid in Sixty (60) equal quarterly installments of (Six Thousand Four Hundred Ninety-Eight Dollars and Fifty cents \$6,498.50 each if the aggregate sums advanced hereunder amount to \$244,000) on the fifteenth day of January, April, July, and October of each year commencing on the fifteenth day of April, 1969, with a final payment being due and payable on the fifteenth day of January, 1984.

Interest shall be determined on the basis of a 360-day year of twelve 30-day months.

The Owner shall have the privilege of prepaying said indebtedness or any portion thereof at any time and from time to time, and thereupon the interest shall cease upon such part of the indebtedness as may be so paid, each prepayment to be applied on the last maturing installment or installments.

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I.C.C.
FEE OPERATION BR.

For the purpose of securing the payment of the indebtedness, hereunder, the Owner does hereby grant, bargain, sell and mortgage unto the Bank two (2) - 200 ton depressed center railway flat cars bearing Chicago and North Western Railway Company's (hereinafter called the "Railway") road numbers CNW 48017 and CNW 48019, all of said cars being in the possession of the Owner in the course of interchange with railroads and free from all encumbrances and being used or intended for use in connection with interstate commerce.

TO HAVE AND TO HOLD all of the herein described railway cars (hereinafter sometimes called "Equipment") to the Bank, its successors and assigns forever.

PROVIDED, always, and these presents are upon the express condition that if the Owner shall pay or cause to be paid unto the Bank, its successors or assigns, the indebtedness according to the terms of the foregoing covenant and agreement by the Owner and the privilege of prepaying, then these presents shall be void and of no effect.

PROVIDED, further, that since portions of said principal sum shall be advanced to the Owner by the Bank from time to time between the date hereof and January 15, 1969, or the fifteenth day of the month subsequent to the month (but not later than March 15, 1969) in which the last of said railway cars is built for the Owner, it is understood, covenanted and agreed that notwithstanding any other provision herein set forth, the principal sum borrowed and the indebtedness herein acknowledged by Owner and secured by this Chattel Mortgage and the principal sum to be repaid by Owner shall be a sum equal to but not exceeding the total amount of the sums so advanced to the Owner by the Bank, and that the Sixty (60) equal quarterly payments to be made hereunder shall be adjusted in amount and in time as may be necessary to repay the total amount of such sums so advanced, together with interest at the rate of Six and Three-Quarter percent (6-3/4%) per annum on such total amount over a period of fifteen (15) years from and after the date of the last advance by Bank to Owner, such last advance to be not later than March 15, 1969.

AND IT IS HEREBY COVENANTED AND DECLARED by the Owner to and with the Bank that:

1. Owner will pay promptly all taxes and assessments which may be imposed upon the Equipment or for the use thereof, or upon the earnings arising therefrom or the operation thereof, or upon Bank by reason of its mortgage interest therein by any jurisdiction in which the Equipment is used or operated, and will keep at all times all and every part of the Equipment free and clear of all taxes and assessments which might in any way

affect the interest of Bank as mortgagee. If any such taxes or assessments shall have been paid by Bank, Owner shall reimburse Bank upon presentation of an invoice therefor.

2. Owner will cause to be plainly, distinctly and conspicuously stenciled on each side of each car of the Equipment the following words in letters not less than one-half inch in height:

"NORTH WESTERN LEASING COMPANY, OWNER -
AMERICAN NATIONAL BANK & TRUST
COMPANY OF CHICAGO, MORTGAGEE"

Such stenciling shall be such as to be readily visible and as to indicate plainly the Bank's interest in said Equipment. Owner will not change or permit any change of said wording or the said car numbers except in accordance with a statement of a new car number, which shall previously have been filed with Bank by Owner and consented to by Bank and filed with the Interstate Commerce Commission for recordation under Section 20(c) of the Interstate Commerce Act. Except as above provided, Owner will not allow the name of any person, association or corporation to be placed on the Equipment or any unit thereof, as a designation that might be interpreted as a claim of ownership, provided however, that Owner may cause or permit the Equipment or units thereof to be lettered with appropriate words or marks for convenience of identification of interest therein.

3. Owner will at all times maintain the Equipment, or cause it to be maintained, in good order and repair. Owner, so long as it shall not be in default under this mortgage, shall be entitled to possession and use of the Equipment, subject to the terms and conditions herein contained.

4. If the Equipment or any of it shall be lost or destroyed from any cause whatever, the Owner shall notify Bank of such loss or destruction and at any time upon demand the Owner shall

(a) replace the Equipment, at its own cost, with standard gauge railroad car or cars of substantially as good material and construction and of a value at least equal to the unpaid balance on the car or cars so lost or destroyed and if two or more cars are lost or destroyed at any time or times Owner may replace them with a lesser number of cars provided the latter are of a value at least equal to the aggregate unpaid

balance on the greater number of cars so lost or destroyed and to be replaced, or

(b) in lieu of replacing the Equipment as provided in sub-paragraph (a) of this Section 4, Owner may, at its option, pay to Bank a sum equal to the unpaid balance on the car or cars so lost or destroyed, and such sum, at the option of Owner (i) shall be treated either as a prepayment of principal and applied toward the payment of the last maturing principal installment or installments due under this mortgage, or (ii) shall be applied by Bank toward the purchase of a new car or cars to replace the car or cars lost or destroyed pursuant to the provisions of sub-paragraph (a) of this Section 4.

Owner will cause any such replacement cars to be stenciled and properly identified with the same road number of the cars of the Equipment being replaced all in accordance with Section 2 hereof. Any and all such replacements of the Equipment or any of it shall constitute accessions to the Equipment and shall be subject to all of the terms and conditions of this mortgage, as though part of the original Equipment delivered hereunder.

The Bank, upon request of Owner, shall invest any monies received by it under sub-paragraph (b) of this Section 4 until it is required to apply the same toward the purchase of replacement cars, in interest bearing or income producing obligations of the United States of America, or in certificates of time deposit of commercial banks of the United States, or in open market commercial paper rated prime by a national credit agency (hereinafter called "securities") as Owner may designate and any profit resulting from or interest or income produced by, such investment shall accrue and be paid to Owner. If at any time said securities shall be selling for less than the amount invested for same, the Owner shall at any time upon Bank's request pay Bank such additional sum as may be required to make up for any deficiency.

5. Until the indebtedness secured hereby and all other sums of money payable by Owner hereunder shall have been fully paid, Owner will comply and will require any lessee of the Equipment to comply in all respects with all laws of the United States and of the States and Territories in which its operations involving the Equipment may extend, and with all lawful rules of the Interstate Commerce Commission, and any other legislative, executive, administrative, or judicial body exercising any power or jurisdiction over the Equipment. In the event that said laws or rules require the alteration of the Equipment, Owner will conform therewith at its expense, and will maintain the same in proper condition for operation under such laws and rules until the indebtedness secured hereby, together with interest and all other payments required hereby, shall have been fully paid, provided, however, that Owner may, in good faith, contest in any reasonable manner the

application of any such law or rule which does not in the judgment of Bank, affect Bank's interest in and to the Equipment.

6. Owner hereby agrees to furnish to Bank, the following:

(a) all such information as the Bank may from time to time reasonably request in order to permit the Bank to evaluate its investment in the indebtedness secured hereby;

(b) without request by the Bank, within one hundred twenty (120) days after the end of each fiscal year of the Owner, a copy of certified financial statements of the Owner for such year prepared by independent public accountants of recognized standing; and

(c) if requested by the Bank, once in every year as long as this mortgage shall be in force, an accurate inventory of the Equipment in actual service, the number and description of such Equipment as may have been destroyed, and the then location of said Equipment.

Bank shall have the right, but shall be under no obligation to inspect the Equipment at any reasonable time or times during the continuance of this mortgage. In addition thereto, Owner will furnish to Bank, if requested, once in each year until the indebtedness secured hereby, together with interest and all other payments required hereby shall have been fully paid, a report of inspection by an authorized representative of Owner, or, if Bank so requests, by a competent, disinterested party, satisfactory to Bank, certifying that said Equipment has been maintained and is in good order and repair.

7. Owner will pay or satisfy and discharge any and all sums claimed by any party by, through or under Owner and its successors or substitutes or assigns, which, if unpaid, might become a lien or charge upon the Equipment, or any of it, equal or superior to the interest of Bank therein, but shall not be required to pay or discharge any such claim as long as the validity thereof shall be contested in good faith and by appropriate legal proceedings in any reasonable manner which will not affect the interest of Bank in and to the Equipment.

8. All or any of the rights and interests of Bank under this mortgage and the indebtedness secured thereby, may be assigned by Bank and reassigned by an assignee at any time and from time to time. Under any such assignment, the assignor shall give written notice thereof to Owner, stating the identity and post office address of the assignee, and such assignee shall, by virtue of such assignment, acquire all of Bank's right and interest in and to said mortgage, indebtedness and Equipment,

subject only to such provisions as may be contained in such assignment. From and after the receipt by Owner of a notification of such an assignment, all payments thereafter to be made by Owner shall, to the extent and as directed in said notice, be made to the assignee.

9. Owner hereby represents and warrants that its execution of this mortgage and its assumption and undertaking of the obligations, duties and liabilities hereof, have been expressly authorized, and that all of the obligations of Owner then existing or to accrue under this mortgage, shall be assumed as a general obligation by any person or corporation acquiring title to the Equipment and that upon any sale, transfer or assignment of the title to Equipment, any person or corporation acquiring title thereto shall also, as a condition of such acquisition, be bound by all such obligations.

Owner will not sell, assign, transfer or otherwise dispose of the Equipment subject to the lien of this mortgage, or transfer possession thereof, except by a lease thereof to the Railway, which lease shall be subject to the provisions of this mortgage, and the use thereof in the ordinary course of interchange between the Railway and other railroad companies, to any other firm, person or corporation without first obtaining the written consent of Bank to such sale or transfer. Any company resulting from any merger, conversion or consolidation, to which the Owner shall be a party, or otherwise succeeding to the business of Owner shall be successor Owner under this mortgage, without said consent, the execution of filing of any paper or any further act.

10. In the event that any one or more of the following events of default shall occur and be continuing, to wit:

(a) Owner shall fail to make all of the payments required of it under a Loan Agreement dated as of November 15, 1968, executed with the Bank as a part of this transaction; or

(b) any representation or warranty given or certificate furnished by the Owner to the Bank in order to induce the Bank to make any advance of its loan under said Loan Agreement shall prove untrue in any material respect; or

(c) Owner shall become insolvent or bankrupt;
or

(d) Owner shall fail to pay in full any part of the principal sum and interest thereon payable by the Owner as hereinabove provided within ten (10) days after payment thereof shall be due; or

(e) Owner shall, for more than thirty (30) days after Bank shall have demanded in writing performance thereof, fail or refuse to comply with any covenant, agreement, term, condition or provision of this mortgage or to make provision satisfactory to Bank for such compliance; or

(f) Owner shall make or suffer any unauthorized assignment or transfer of any interest in or any unauthorized transfer of the right to possession of any Equipment;

then at any time after the occurrence of such an event of default, Bank may, upon written notice to Owner and upon compliance with any legal requirements then in force and applicable to such action by Bank, declare the entire indebtedness in respect of the Equipment, together with the interest thereon accrued and unpaid, immediately due and payable, without further demand, and Bank shall thereupon be entitled to recover judgment for the entire unpaid balance of the indebtedness in respect of the Equipment so payable, with interest on the various portions thereof as provided herein, and to collect such judgment out of any property of Owner wherever situated.

Bank may, at its election, waive any such event of default and its consequences and rescind and annul any such declaration by notice to Owner in writing to that effect, and thereupon the respective rights of the parties shall be as they would have been if no such default had existed and no such declaration had been made. Notwithstanding the provisions of this paragraph, it is expressly understood and agreed by Owner that time is of the essence of this mortgage and that no such waiver, rescission or annulment shall extend to or affect any other or subsequent default or impair any rights or remedies consequent thereon.

If Owner shall make default as hereinbefore provided, then at any time after the entire indebtedness shall have been declared immediately due and payable as hereinbefore provided and during the continuance of such default, Bank may upon such further notice, if any, as may be required for compliance with any mandatory requirement of law applicable to the action to be taken by Bank, take or cause to be taken by their agent or agents immediate possession of the Equipment, or any of it, without liability to return to Owner any sums theretofore paid, except as hereinafter in this Section 10 expressly provided, and may remove the same from possession and use of Owner or its lessee the Railway and sell the same as hereinafter provided, and for such purpose may enter upon Owner's or Railway's premises where the Equipment may be located and may use and employ in connection with such removal any supplies, services and aids and any available trackage and other facilities or means of the Owner or Railway, with or without process of law.

In case Bank shall rightfully demand possession of the Equipment in pursuance of this mortgage and shall reasonably designate a point or points upon the lines of Railway for the delivery of the Equipment to Bank, Railway shall, at Owner's expense, forthwith and in the usual manner, cause the Equipment to be moved to such point or points on its lines as shall be designated by Bank and shall there deliver the Equipment or cause it to be delivered to Bank, and at the option of Bank, Bank may keep the Equipment on any of the lines of railroad or premises of Railway at Owner's expense until Bank shall have sold the same, and for such purpose Owner agrees to furnish, without charge for rent or storage, the necessary facilities at any point or points selected by Bank reasonably convenient to Railway. This agreement to deliver the Equipment as hereinbefore provided is of the essence of the agreement between the parties, and, upon application to any court of equity having jurisdiction in the premises, Bank shall be entitled to a decree against Owner requiring specific performance hereof. Owner hereby expressly waives any and all claims against Bank and its agent or agents for damages of whatever nature in connection with any retaking of any unit of the Equipment in any reasonable manner.

If Owner shall make default as hereinbefore provided, then at any time thereafter during the continuance of such default and after the entire indebtedness shall have been declared immediately due and payable as hereinbefore provided, Bank, with or without retaking possession thereof, may at its election sell the Equipment, or any unit thereof, free from any and all claims of Owner or of any other party claiming by, through or under the Owner at law or in equity, at public or private sale and with or without advertisement as Bank may determine, all subject to and in compliance with any mandatory requirements of law then in force and applicable to such sale; and the proceeds of such sale, less the attorney's fees and any other expenses incurred by Bank in taking possession of, removing, storing and selling the Equipment, shall be credited on the amount due to Bank.

To the extent permitted by any mandatory requirements of law then in force and applicable thereto, any sale hereunder may be held or conducted at Chicago, Illinois, at such time or times as Bank may fix (unless Bank shall specify a different place or places, in which case the sale shall be held at such place or places and at such time or times as Bank may specify), in one lot and as an entirety, or in separate lots and without the necessity of gathering at the place of sale the property to be sold, and in general in such manner as Bank may determine in compliance with any requirements of law, provided that Owner and Railway shall be given written notice of such sale as provided in any such requirements, but in any event, not less than ten (10) days prior thereto, by telegram or registered mail addressed to Railway as provided in Section 15 hereof. To the extent not prohibited by any

such requirements of law, Bank may itself bid for and become the purchaser of the Equipment, or any of it, so offered for sale without accountability to Owner (except to the extent of surplus money received as hereinafter provided in this Section 10), and in payment of the purchase price therefor Bank shall be entitled to the extent not prohibited as aforesaid to have credited on account thereof all sums due to Bank from Owner under the indebtedness secured hereby.

If, after applying as aforesaid all sums of money realized by Bank under the remedies herein provided, there shall remain any amount due to it, Owner shall pay the amount of such deficiency to Bank upon demand, and, if Owner shall fail to pay such deficiency, Bank may bring suit therefor and shall be entitled to recover a judgment therefor against Owner. If, after applying as aforesaid all sums realized by Bank there shall remain any portion of such sums in the possession of Bank, such portion of such sums shall be paid to Owner.

Owner will pay all reasonable expenses, including attorneys' fees, incurred by Bank in enforcing its remedies under the terms hereof. In the event that Bank shall bring any suit to enforce any of its rights hereunder and shall be entitled to judgment, then in such suit Bank may recover reasonable expenses, including attorneys' fees, and the amount thereof shall be included in such judgment.

All powers and remedies given Bank hereunder shall be in addition to any other powers or remedies existing at law or in equity, and all such powers shall be cumulative, the exercise of any one not being a waiver of any other, and they may be exercised from time to time and simultaneously, as often as deemed expedient by Bank. No delay or omission of Bank in the exercise of any power or remedy, and no renewal or extension of any payments due and secured hereby, shall impair any such power or remedy, or be construed to be a waiver of any default or any acquiescence therein.

11. If Owner shall fail or omit to make any payment or to do anything which, under the provisions of this mortgage, it should make or do, then Bank may itself make such payment or do or cause to be done such thing, but shall not be obligated to do so. Any payment or disbursement so made by Bank, with interest at the legal rate, shall be repaid by Owner to Bank as an additional part of the principal sum and shall be due on demand.

12. Any provision of this mortgage prohibited by any applicable law of any State, shall as to such State be ineffective, without modifying the remaining provisions of this mortgage. Where, however, the conflicting provisions of any applicable State laws may be waived, they are hereby waived by Owner to the full extent permitted by law, to the end that this mortgage shall be deemed to be a chattel mortgage and enforced as such.

Owner, to the fullest extent permitted by law, hereby waives all statutory or other legal requirements for any notice of any kind, notice of intention to take possession of the Equipment and to sell it, and any other requirements as to the time, place and terms of sale thereof, any other requirements with respect to the enforcement of the Bank's rights hereunder, except such notices as are expressly required by the terms of this mortgage, and any and all rights of redemption.

13. Owner will from time to time do and perform any other act and will execute, acknowledge, deliver, file, register and record any and all further instruments required by law or reasonably requested by Bank for the purpose of such protection of its mortgage lien, interest and rights or for the purpose of carrying out the intention of this mortgage.

14. Owner will pay all costs, charges and expenses, except counsel fees of Bank, incident to the preparation, execution, acknowledgment, filing, registering and recording of this mortgage, of any instrument supplemental hereto or amendatory hereof, of any declaration of the payment in full of the amount secured hereby, and of any satisfaction or partial satisfaction hereof.

15. Any notice hereunder to Owner shall be deemed to be properly served if delivered or mailed to the Owner at 400 W. Madison Street, Chicago, Illinois 60606, or at such other address as may have been furnished in writing to Bank by Owner. Any notice hereunder to Railway shall be deemed to be properly served if delivered or mailed to the Railway at 400 W. Madison Street, Chicago, Illinois 60606, or at such other address as may have been furnished in writing to Bank by Railway. Any notice hereunder to Bank shall be deemed to be properly served if delivered or mailed to AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, 33 North LaSalle Street, Chicago, Illinois 60690, or at such other address or addresses or in accordance with such other directions as may have been furnished in writing to Owner by Bank.

16. The terms of this agreement and all rights and obligations hereunder shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, NORTH WESTERN LEASING COMPANY has caused these presents to be executed and its seal to be hereunto affixed by its duly authorized officers pursuant to lawful resolutions, the AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO has caused these presents to be executed and its seal to be affixed by its duly authorized officers, all as of the 30th day of December, 1968.

NORTH WESTERN LEASING COMPANY

By J. Brandt
Vice President

By G. J. Kil
Secretary
(Corporate Seal)

Witnesses:

M. F. Chatterton
S. P. Chatterton

AMERICAN NATIONAL BANK & TRUST
COMPANY OF CHICAGO

By William J. Piche
Vice President

Witnesses:

Louise M. Kenton
G. Jamison Carter

By Barry J. Allen
Assistant Cashier
Investment Officer
(SEAL)

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

On this 30th day of December, 1968, before me personally appeared T. L. Brandt, to me personally known, who, being by me duly sworn, says that he is Vice President of NORTH WESTERN LEASING COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(NOTARIAL SEAL)

Lee Wiesenbach
Notary Public

My Commission expires

May 24, 1969

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

On this 31 day of December 31, 1968, before me personally appeared M. A. Hiben, to me personally known, who, being by me duly sworn, says that he is a Vice President of AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(NOTARIAL SEAL)

Sam Hiben
Notary Public

My Commission expires

My Commission Expires June 10, 1971